

1 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

2 THIRD JUDICIAL DISTRICT AT ANCHORAGE

3 ANNA ENZWEILER,

4 Plaintiff,

5 vs.

6 GEICO INDEMNITY COMPANY,

7 Defendant,

8 Case No. 3AN-12- 8379CI

9 COMPLAINT

10 COMES NOW the plaintiff, Anna Enzweiler, by and through her
11 attorney, Chadwick McGrady of the Law Office of Chadwick McGrady, P.C. and
12 for her complaint against defendant GEICO Indemnity Company does state and allege
13 as follows:

14 1. That at all times material hereto, plaintiff was and is a resident of
15 Palmer, Alaska.

16 2. That at all times material hereto, defendant was and is an
17 insurance company doing business in the State of Alaska subject to the jurisdiction
18 of this court.

19 3. That defendant is liable for the actions and/or failures to
20 act of its employees under theories of vicarious liability and/or agency and/or
21 respondent superior.

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1 4. That on or about August 21, 2010, plaintiff was insured by
2 defendant for underinsured motorist (UIM) bodily injury coverage in the total
3 amount of \$50,000.00 per person.

4 5. That plaintiff was injured on or about August 21, 2010 in an
5 auto collision caused by the negligence of Jacqueline Campbell at or near
6 Eagle River, Alaska.

7 6. That defendant consented to plaintiff's settlement with Jacqueline
8 Campbell for her \$50,000.00 USAA liability bodily injury policy limit.

9 7. That defendant promised to pay plaintiff for the bodily injury
10 damages caused by an underinsured motorist.

11 8. That plaintiff's settlement with Jacqueline Campbell triggered a
12 UIM bodily injury claim with defendant.

13 9. That a UIM bodily injury claim is a first-party claim.

14 10. That plaintiff properly submitted a UIM bodily injury
15 claim to defendant on or about May 3, 2012.

16 11. That plaintiff treated for and received a surgery for a
17 right shoulder injury and cervical injuries that were an actual and legal
18 cause of the August 21, 2010 auto collision between plaintiff and
19 Jacqueline Campbell.

20 12. That defendant's employee adjusted plaintiff's UIM bodily
21 injury claim.

22 13. That defendant's adjuster reviewed the material submitted by
23 plaintiff.

1 14. That on April 18, 2011, defendant confirmed that the August
2 21, 2010 auto collision was caused by the negligence of Jacqueline Campbell.

3 15. That defendant concluded its adjustment of plaintiff's UIM
4 bodily injury claim on May 15, 2012.

5 16. That defendant offered on May 15, 2012 to pay plaintiff
6 \$2,500.00 for her UIM bodily injury claim that arose from the auto collision
7 on or about August 21, 2010.

8 17. That defendant's adjuster on April 18, 2011 knew and was
9 aware that Plaintiff's past economic losses totaled \$43,924.61.

10 18. That on May 15, 2012 defendant's adjuster disputed
11 plaintiff's right shoulder injury that is part of plaintiff's claim.

12 19. That defendant's adjuster determined that any ongoing
13 symptoms claimed by the plaintiff were not covered by plaintiff's
14 underinsured motorist policy with defendant.

15 20. That defendant was obligated to reasonably investigate
16 plaintiff's UIM bodily injury claim.

17 21. That defendant's adjuster did not communicate other than
18 requesting medical records from plaintiff's medical providers regarding her injuries.

19 22. That defendant's adjuster did not consult with any medical
20 expert regarding her injuries.

21 23. That defendant was obligated to treat the plaintiff's
22 interests with equal regard as its own interests when adjusting her UIM bodily
23 injury claim.

1 24. That plaintiff's UIM bodily injury damages are much greater
2 than \$2,500.00.

3 25. That defendant knew or should have known that plaintiff
4 continues to suffer from pain, loss of enjoyment of life, lost wages and discomfort,
5 and these losses were caused by the August 21, 2010 auto collision.

6 26. That defendant knew or should have known that plaintiff's UIM
7 bodily injury damages were greater than \$2,500.00.

8 27. That defendant unreasonably adjusted plaintiff's UIM bodily
9 injury claim when defendant offered \$2,500.00.

10 28. That defendant is liable to plaintiff for breach of the covenant
11 of good faith and fair dealing.

12 29. That defendant sold insurance protection to plaintiff to
13 compensate her for any past and/or future: medical expense, wage loss, diminished
14 earning capacity, pain, suffering, physical impairment, loss of capacity for
15 enjoyment of life, inconvenience and other non-pecuniary damages caused by the
16 negligence of an underinsured motorist in an amount greater than the liability policy
17 limits received from the underinsured motorist and up to defendant's policy limit.

18 30. That defendant is liable to plaintiff for punitive damages for
19 conduct that was outrageous and/or evidenced reckless disregard to the interests
20 of the plaintiff.

21 WHEREFORE, having fully pled plaintiff's complaint, plaintiff requests a
22 judgment against defendant for an amount greater than \$100,000.00 (ONE
23 HUNDRED THOUSAND DOLLARS) to be established by the trier of fact, plus
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1 interest, costs and attorney fees and such other relief as the court deems just.

2 DATED this 10th day of July, 2012 at Palmer, Alaska.

3 THE LAW OFFICES OF CHADWICK MCGRADY, P.C.
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6 By: 

7 Chadwick P. McGrady
8 ABA No. 0312082
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